others may be abrogated. Treaties of commerce and navigation are usually included either among those which are suspended or among those which are abrogated. The New York court adopts a sensible pragmatic test, commended by several of the modern writers on international law, and holds that treaty provisions compatible with a state of hostilities, unless expressly terminated, should be enforced by the courts and those incompatible rejected. The mere fact that other provisions of the same treaty must be suspended or even abrogated is not conclusive. In the words of Mr. Justice Cardozo, "International law today does not preserve treaties or annul them, regardless of the effects produced. It deals with such problems pragmatically, preserving or annulling as the necessities of war exact. It establishes standards, but it does not fetter itself with rules." In *Techt* v. *Hughes* the New York Court of Appeals has contributed an admirable decision and an illuminating precedent.

LANDLORD AND TENANT—TENDER OF RENT BY HOLDING-OVER TENANT—ACCEPTANCE BY LANDLORD OTHERWISE THAN AS RENT.—Lessor gave notice properly for tenant to quit premises. Tenant held on and sent rent to lessor who retained it but insisted that he was receiving the money not as rent but for use and occupation. In an action to recover possession of the premises, *held,* even though the lessor denied recognition of the tenancy as existing, the acceptance of the money operated as a waiver of the notice to quit. *Hartell* v. *Blackler,* [1920] 2 K. B. 161.

So also in the case of *Croft* v. *Lumley,* 5 E. & B. 648, where the lease was forfeited by breach of covenants, the lessor was held to waive the forfeiture by retaining money paid as rent, though he insisted he accepted it not as rent but for use and occupation. In that case the judges applied the maxim: "Money paid is to be applied according to the express will of the payer, not of the receiver." "Such acceptance operates as a matter of law to waive all forfeitures then known to the lessor, notwithstanding any protest on his part against such waiver," WOODFALL, LANDLORD AND TENANT. Generally any recognition by a lessor of a tenancy as existing, after a right of entry has accrued and lessor has notice of the forfeiture, will have the effect of a waiver. *Dermott* v. *Wallach,* 1 Wall. 61. So the acceptance of rent by a lessor is waiver of forfeiture or notice to quit. The landlord affirms that the lease is still in effect by accepting rent. *McGlynn* v. *Moore,* 25 Cal. 384; *Totalis* v. *Cannellos,* 138 Minn. 179. And this even though the lessor expressly remonstrates against it being a waiver of a prior cause of forfeiture. *G. C. & S. F. Ry. Co.* v. *Settegast,* 79 Tex. 256. But payment must be made as rent. It is not waiver if made as compensation for use and occupation. *Kenny* v. *Sen Si Lun,* 101 Minn. 253; *Croft* v. *Lumley,* 5 E. & B. 648. To render acceptance of rent waiver of forfeiture, at time of acceptance the lessor must have knowledge of the cause of forfeiture. *German-American Bank* v. *Gollmer,* 155 Cal. 683.

LANDLORD AND TENANT—WASTE.—The lessee of a building with office space on the second floor planned to alter the second story for a sublessee by